



Department of State.

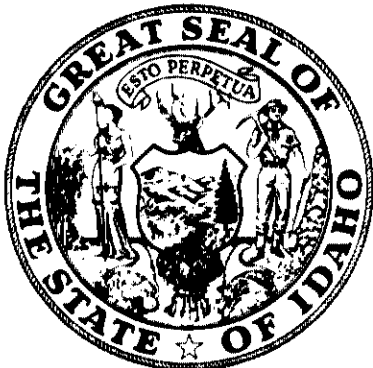
**CERTIFICATE OF REGISTRATION
OF**

ALTA INDUSTRIES LTD. LIMITED PARTNERSHIP

I, PETE T. CENARRUSA, Secretary of State of the State of Idaho, hereby certify that
duplicate originals of an Application of **ALTA INDUSTRIES LTD. LIMITED**
PARTNERSHIP for Registration in this State, duly signed and verified
pursuant to the provisions of the Idaho Limited Partnership Act, have been received in this
office and are found to conform to law.

ACCORDINGLY and by virtue of the authority vested in me by law, I issue this Certificate
of Registration to **ALTA INDUSTRIES LTD. LIMITED PARTNERSHIP**
to transact business in this State under the name **ALTA INDUSTRIES LTD.**
LIMITED PARTNERSHIP and attach hereto a duplicate original of the Application
for Registration.

Dated **July 11, 1983**



Pete T. Cenarrusa

SECRETARY OF STATE

by: _____

To the Secretary of State of the State of Idaho:

1. The name of the limited partnership is ALTA INDUSTRIES Ltd.

2. The name which it shall use in Idaho is ALTA INDUSTRIES LTD. LIMITED PARTNERSHIP

3. It is organized under the laws of UTAH

4. The date of its formation is May 8, 1979

5. The address of its registered or principal office in the state or country under the laws of which it is organized is 472 Bear Cat Drive, Salt Lake City, Utah 84115

6. The name and street address of its proposed registered agent in Idaho are Tony Federico

7880 Mossycup St. Boise, Idaho 83709

7. The general character of the business it proposes to transact in Idaho is:

Wholesale/Retail Distribution of steel products and pre-recorded phonograph records, tapes and related items.

8. The names and business addresses of its partners are (must be completed only if not included in the certificate of limited partnership):

Name	General or Limited	Address
Warren P. King	General Partner	472 Bear Cat Dr., Salt Lake City, Ut 84115

Alta Industries - Utah, Inc. General Partner (same)

Limited Partners - see attached list.

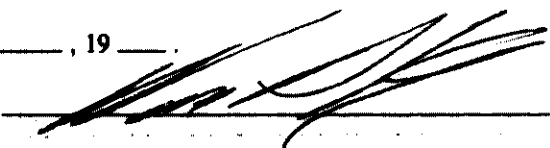
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8. (Continued)

Name	General or Limited	Address

9. This Application is accompanied by a copy of the certificate of limited partnership and amendments thereto, duly authenticated by the proper officer of the state or country under the laws of which it is organized.

Dated June 1, 1983, 1983.


By President, Alta Industries - Utah, Inc.
Corporate General Partner
A General Partner

STATE OF Utah)
) ss:
COUNTY OF Salt Lake)

I, Marian Bigler, a notary public, do hereby certify that on this
First day of June, 19 83, personally appeared
before me Warren P. King, who being by me first duly sworn,
the President of Alta Industries - Utah, Inc., the Corporate
declared that he is a general partner of Alta Industries Ltd.

President of Alta Industries - Utah, Inc., the Corporate
that he signed the foregoing document as a general partner of the limited partnership and that the state-
ments therein contained are true.


Notary Public

<u>Limited Partners</u>	<u>Street Address</u>	<u>City & State</u>	<u>Shares</u>
Alta Ind. - Utah, Inc.	472 Bear Cat Dr.	Salt Lake City, Ut.	100
" " Pension Plan	"	"	1,801
L. S. Brennan	326 E So Temple Apt. 14	Salt Lake City, Ut	723
J. W. Broadwater	870 E 3375 So	"	1,990
Henry M. Cummings	4453 So Renardo Pl.	"	3,000
Cansler Lockhard & Young	1010 City Nat'l. Center	Charlotte N. C.	2,856
T. D. Chatwin	1612 Yalecrest	Salt Lake City, Ut	180
T. Chatwin for David	"	"	180
T. Chatwin for Michael	"	"	180
Richard Condie	8307 Ashley Ave.	Sandy, Ut	4,408
Rita Condie	"	"	4,400
Nora C Cushing	100 First East Copperton	Bingham Canyon, Ut	2,226
R. J. Darling	3215 Del Mar Dr.	Salt Lake City, Ut	2,000
D J S Partnership	35 Century Park-Way	Salt Lake City, Ut	2,531
Darger, R. W.	721 I St.	"	1,168
Dean Witter Raynolds	45 Montgomery St.	San Francisco, Ca	97
Du Mayne, Anna Lee	1700 E. Fieldcrest Lane	Salt Lake City, Ut	903
R. E. Elkington	9996 Falcon View Dr.	Sandy, Ut.	6,000
D. B. England	2032 Johnstone Dr.	Sandy, Ut	557
M. J. Etchingham	1040 Juniper Dr SW	Cedar Rapids, Iowa	71
M J Evans	617 North 100 East	Lehi, Ut	900
Frank J. Fatur	1221 Mahren	Pueblo, Colo	4,000
Tony Federico	11342 Peconic Drive	Boise, Idaho	2,576
LaVaun Fluckiger	684 E 4th North	Logan, Ut	557
V. T. Geary	Route 2	Burley, Ida	1,809
S. L. Gera	19630 Sky Oaks Way	Los Gatos, Ca	1,736
Mary Goates	1440 Wilton Way	Salt Lake City, Ut	3,741
Larry Goldberg	216 Hillcrest Circle	Chapel Hill, No. Car.	4,613
Lile T. Gough	Rt. I, Box 126	Lehi, Ut	288
H. Doug Gillespie	Route 1, Box 223 A	Price, Ut	1,000
Leon R. Hansen	728 So. Island View	Centerville, Ut	3,257
Glen H. Hansen	344 No 3rd West	Hyrum, Ut	572
Kaye Hansen - Mark	564 E 1600 So	Bountiful, Ut	233
Kaye Hansen	"	"	7,416
Kaye Hansen - Bradley	"	"	462
Ken Hansen - Paul	"	"	233

Limited PartnersStreet Address

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City & StateShares

Ken Hansen - Linda	564 E. 1600 So	Bountiful, Ut	233
Ken Hansen - Wendy	"	"	1,447
Ken G. Hansen	"	"	22,116
O. T. Hanson	2665 E 21st So	Salt Lake City, Ut	149
Wm R. Harmer	320 No 11th East	Springville, Ut.	361
Leah Hatziathanasiou	1569 So 11 E	Salt Lake City, Ut	2,000
Fred B. Haynes	6106 E 96th St.	Puyallup, Wa	4,632
John S. Hinckley	1745 28th St.	Ogden, Ut	2,031
Paul R. Hinckley	12660 Sunset Blvd.	Los Angeles, Ca	2,031
Robert H. Hinckley	501 So 1800 E	Fruit Heights, Ut	11,080
Robert H. Hinckley	Garden of Eden	Eden, Ut	64,170
Harvey R. Impleman	7116 Quail Meadow Lane	Charlotte N. C.	1,809
Janik Investment	3930 Oliver Dr.	Salt Lake City, Ut	1,268
Jennings, Ray M.	288 Mountain View Drive	Murray, Ut	1,402
Jesco Ltd	3930 Oliver Dr.	Salt Lake City, Ut	8,263
Karl H Jessen	833 Marjane Ave.	Murray, Ut	143
Raymond H. Johnson	2026 Twinview Dr.	Salt Lake City, Ut	6,210
Venda Johnson	9390 Ustick Rd. Sp 13	Boise, Ida	3,452
Ben E. Katz,	1733 Maplewood Dr.	Twin Falls, Id	2,988
Warren R. Kays	4531 Wallace Lane	Salt Lake City, Ut	1,447
Kidder Peabody	10 Hanover Square	New York N Y	192
Florence K. King	P O Box 510	Salt Lake City, Ut	904
Warren P King	"	"	44,106
Colleen F. King	"	"	12
Warren P. King Gen. Ptnshp.	"	"	10,000
W P King & Co.	"	"	27,146
Layne A. Kresser	5110 So Ivy Brook Circle	Murray, Ut	350
Sandra Kresser - Jacob	"	"	677
Sandra Kresser - Joshua	"	"	677
Laysan Company	"	"	4,000
Leisure Management	77 E Missouri #32	Phoenix, Ariz	45,979
Diane H. Long	10626 W. Avenida Cordoniz	"	350
John R. Lehmer	P O Box 626	Park City, Ut	1,447
Verna B. Melville	2161 Millstream Ave.	Salt Lake City, Ut	1,809
A. J. Milczarek	3030 So 2700 E	"	20,131
Irene Miller	1780 Siesta Dr.	Sandy, Ut	2,337
Francis E. Moore	609 Manhasset Rd.	Charlotte, N. C.	17
Fred M. Moore	656 E 4116 So	Salt Lake City, Ut	1,000
Roy Moore	4124 Carter Circle	"	1,302
Lee W. Moss	1255 E Sundance Circle	Bountiful, Ut	2,645

<u>Limited Partners</u>	<u>Street Address</u>	<u>City & State</u>	<u>Shares</u>
Verne W. Newsome	3405 So Third East	Salt Lake City, Ut	723
PSK	P. O. Box 510	Salt Lake City, Ut	17,393
Fred J. Pasternak	5574 So Emporia Circle	Englewood, Colo	3,000
Helen Pinger	2802 Hall Ave.	Grand Junction, Colo	492
Wayne F. Pool	3561 So 12 East	Salt Lake City, Ut	11,146
Dean Paulsen	627 Bryon Ave.	"	71
Joseph K. Poulsen	420 W 5th No	Richfield, Ut	1,628
John Price	35 Century Park-Way	Salt Lake City, Ut 84115	256,741
Price, John Assoc. P. S.	"	"	542
Wm. C. Prichett	39 W 5878 So	Murray, Ut	723
PSP Irrevocable Trust	P. O. Box 510	Salt Lake City, Ut	75,977
Donna Rasmussen	2951 Clark Parkway	Westlake, Ohio	4,652
R. Phillip Rasmussen	4654 Holly Lane	Salt Lake City, Ut	361
Sary Enterprises	1569 So 11 E.	Salt Lake City, Ut	8,139
Samson Enterprises	2758 Comanche Dr.	"	4,000
Sasich, David	"	"	677
Sasich, Michael	"	"	677
Scott, Margaret H.	2185 Blane Ave.	"	11,560
Shore, James R.	2199 Fardown Ave.	"	904
Donald D. Sohn	4126 Botanical	St. Louis, Mo	578
S. W. Souvall	2758 Comanche Dr.	Salt Lake City, Ut	118,289
Harold J. Steele	875 Donner Way	"	3,256
H. A. Stortz	775 Kennedy Ave.	Grand Junction, Colo	476
Stott, Helen P.	946 So 5 East	Salt Lake City, Ut	10,857
Sudbury, Catherine M	2780 Morgan Dr.	"	180
John Sulich	1332 Laird Ave.	"	361
Joseph E. Sasich	3930 Oliver Drive	"	6,000
Nick E. Sasich	2241 Evergreen	"	5,000
Howard E Staley	P O Box 510	"	2,000
T & L Inc.	1569 So 11 E	"	2,000
Lulu D. Thornburg	1635 E 1300 So	"	288
Tripple M Ent.	2323 N Central Ave. Apt. 1101	Phoenix, Ariz	19,525
Grace I. Ullman	426 Clayton Ave.	Waynesboro, Pa	4,003
Walker Bank - Thornburg	Box 30169	Salt Lake Cty, Ut	724
Naomi Willmore	3576 E 7800 So	"	361
Elmer M. Wright	1664 Wildcat Lane	Ogden, Ut	2,393
Fairel White	4001 W. Solar Dr.	Phoenix, Ariz	1,500
Evelyn M. Young	3205 Barbara Dr.	Middletown Oh	2,605
Joe Young	2701 Lemon Tree Lane	Charlotte, N. C.	907
Wm. E. Young	3205 Barbara Dr.	Middletown Oh	3,256

JUN 27 10 33 AM '83

SECRETARY OF STATE

Salt Lake County Utah

MAY 31 1979

W. Sterling Evans, Clerk 3rd Dist. Court

By Mary O. Zaccaro
Deputy Clerk

AMENDED

CERTIFICATE OF LIMITED PARTNERSHIP

OF

ALTA INDUSTRIES LTD.

THIS AMENDED CERTIFICATE OF LIMITED PARTNERSHIP is made and entered into as of the 8th day of May, 1979, by and among ALTA INDUSTRIES - UTAH, INC., a Utah corporation, and WARREN P. KING, as the general partners (hereinafter referred to collectively as the "General Partners"), and ALTA INDUSTRIES CORPORATION, a Delaware corporation, as the limited partner (said party and any other parties admitted as additional or substituted limited partners being referred to as the "Limited Partners"). The Certificate of Limited Partnership of Alta Industries Ltd. dated May 4, 1979 is amended in full to read as set forth hereinbelow.

The parties hereto agree as follows:

Article I

FORMATION, NAME AND APPLICABLE LAW

A Limited Partnership is hereby created and entered into by the parties hereto under the name and style of ALTA INDUSTRIES LTD. (the "Partnership"). The Partnership shall exist under and be governed by the Limited Partnership Laws of the State of Utah and shall make any filings or disclosures required by the laws of said State.

Article II

DEFINITIONS

For purposes of this Certificate, the following terms shall have the meanings indicated.

(a) The term "Agreement" means the Limited Partnership Agreement entered into as of the date hereof among Alta Industries - Utah, Inc., Warren P. King and Alta Industries Corporation, which contains the basic terms and conditions with respect to the proposed business, activities and operations of the Partnership, as amended, modified or supplemented from time to time.

(b) The term "Certificate" means this Certificate of Limited Partnership as amended, modified or supplemented from time to time.

(c) The term "Corporate General Partner" means Alta Industries - Utah, Inc.

(d) The term "General Partners" means the Corporate General Partner and the Individual General Partner.

(e) The term "Individual General Partners" means Warren P. King and any other individual admitted as a General Partner pursuant to paragraph (1) of Article IX of the Agreement, but in the event that any of such persons is at any time no longer acting as a General Partner, the term shall mean the parties or party then acting in such capacity.

(f) The term "Limited Partners" means Alta Industries Corporation so long as it shall remain a Limited Partner and any other party admitted as an additional or substituted Limited Partner pursuant to Article IX.

(g) The term "Participating Percentage" means, as to each holder of a Unit or Units, at any particular time, the percentage arrived at by dividing the total number of Units held by such party by the total number of Units outstanding hereunder and multiplying the quotient thereof by one hundred (100).

(h) The term "Partners" means all General Partners and all Limited Partners, where no distinction is required by the context in which the term is used herein.

(i) The terms "Partnership Unit" or "Unit" mean one of the equal parts into which the capital of the Partnership shall be divided.

Article III

BUSINESS PURPOSE

The principal business activities of the Partnership shall consist of (i) the wholesale and retail distribution of phonograph records, pre-recorded tapes and cassettes and retail and related supplies and equipment, (ii) the wholesale distribution of steel products including heavy sheets and plates, structurals, pipes, merchant bars and other related heavy steel products and supplies, (iii) any business and activities related to the foregoing, and (iv) any other lawful business or activity as may be determined by the Corporate General Partner.

Article IV

PRINCIPAL OFFICE

The principal place of business of the Partnership shall be located in Salt Lake City, Utah. The principal office of the Partnership shall initially be located at 105 North 400 West, Salt Lake City, Utah 84110. The Corporate General Partner may from time to time change the principal place of business or principal office of the Partnership, in which event the Corporate General Partner shall notify the Limited Partners in writing within thirty (30) days of the effective date of any such change. The Partnership may have such additional offices as the Corporate General Partner shall deem advisable and/or convenient.

Article V

TERM OF THE PARTNERSHIP

The term of the Partnership shall commence upon filing of this Certificate and shall continue thereafter until December 31, 2025, unless sooner terminated in accordance with the provisions of this Certificate or as otherwise provided by law.

Article VI

NAMES AND ADDRESSES OF PARTNERS; CAPITAL CONTRIBUTIONS

(a) The names, residence addresses and capital contributions of the Partners and the number of Partnership Units owned by each are set forth in Schedule "A" attached hereto and incorporated herein by this reference.

(b) The capital of the Partnership shall be the aggregate amount of the capital contributions made to it by the General Partners and Limited Partners.

(c) The initial capital contributions of the General Partners have been made in cash. The Individual General Partner will acquire additional Units pursuant to the Plan of Complete Liquidation and Dissolution of Alta Industries Corporation.

(d) The initial capital contribution of Alta Industries Corporation as the Initial Limited Partner has been made in cash. An additional capital contribution by Alta Industries Corporation as the Initial Limited Partner will be made by the transfer to the Partnership of substantially all of the assets of said corporation, subject to all of the liabilities and obligations of said corporation. Such assets and liabilities shall be recorded on the books of the Partnership at the same amounts as recorded on the books of Alta Industries Corporation, subject to any adjustments which may be required under generally accepted accounting principles applied on a basis consistent with the past practices of Alta Industries Corporation.

(e) The Corporate General Partner is authorized to issue additional Units from time to time, and to admit the parties to whom such additional Units are issued as Limited Partners in the Partnership, in order to raise additional capital for the Partnership or for any other proper Partnership purpose, provided that the total Units of the Partnership shall not exceed 2,000,000 Units at any one time outstanding. The Corporate General Partner shall have sole and complete discretion in determining the consideration and terms and conditions with respect to any such future issuance of Units, and the Corporate General Partner is authorized and directed to do all things which it deems to be necessary or advisable in connection therewith.

(f) The Partners shall not be required to make any capital contribution to the Partnership in addition to or in excess of the contributions provided for in this Article VI.

Article VII

METHOD FOR ALLOCATING PROFITS, LOSSES AND DISTRIBUTIONS

(a) Subject to the provisions of paragraph (c) of this Article VII and paragraph (c) of Article VI of the Agreement, the net profits and net losses of the Partnership in any fiscal year, after deduction of management fees and expenses payable to the Corporate General Partner, shall at the end of each fiscal year be divided among and charged against persons who were record owners of Units during the fiscal year in proportion to their Partnership Units. The terms "net profits" and "net losses" shall mean the net profits or net losses of the Partnership as determined on the basis of accounting used for Federal income tax purposes.

(b) For purposes of Sections 702 and 704 of the Internal Revenue Code of 1954, as amended, or the corresponding sections of any future Federal Internal Revenue law, or any similar tax law of any state or jurisdiction, the determination of the Partners distributive shares of any Partnership item of income, gain, loss, deduction, credit or allowance for any Partnership accounting year or other period shall be made in accordance with paragraph (a) of this Article VII.

(c) In the event of the assignment of all or any part of a Partnership interest at any time other than the end of a Partnership accounting year, the Partners shares of the aforesaid Partnership items, as computed for income tax purposes, in respect of the Partnership interest so transferred, shall be allocated between the transferor and the transferee in the same ratio as the number of days in such Partnership accounting year before and after such assignment shall be effective as provided in paragraph (a) of Article IX; provided, that the responsibility for making such allocations shall be with the Partners involved and not with the Partnership or the Corporate General Partner.

(d) Except with respect to matters as to which the Corporate General Partner is granted discretion hereunder, the opinion of the independent public accountants retained by the Partnership from time to time shall be final and binding with respect to all computations and determinations required to be made under this Article (including computations and determinations in connection with any distribution pursuant to Article VIII).

Article VIII

DISTRIBUTIONS TO PARTNERS

Corporate General Partner may determine; provided that distributions in the amount of not less than 50% of the taxable net income of the Partnership for each fiscal year as reported in its Federal income tax return for such year, shall be made by no later than 150 days after the close of such fiscal year, subject to such restrictions, if any, upon such distributions as may be provided under any instrument governing indebtedness of the Partnership. The Corporate General Partner shall designate the record dates to determine the owners of Units who shall be entitled to receive any distributions.

Article IX

TRANSFER OF PARTNERSHIP INTERESTS

(a) A Limited Partner or any assignee of a limited partnership interest who has not become a substituted Limited Partner may assign the whole or any part of his interest in the Partnership (but only in whole Units) by executing and acknowledging a written instrument of assignment which is satisfactory in form to the Corporate General Partner and the terms of which are not inconsistent with or contrary to the provisions of this Agreement, and by filing with the Partnership a duly executed and acknowledged counterpart of such instrument. Any assignment pursuant to this paragraph shall be effective, and shall be recognized by the Corporate General Partner, as of the close of business on the day in which the Partnership actually receives the counterpart of the instrument of such assignment which complies with the requirements of the preceding sentence.

(b) If an assignment of the whole or any part of a limited partnership interest is made to an assignee other than a General Partner, such assignee shall not have the right to become a substituted Limited Partner in place of his assignor unless all of the conditions of paragraph (a) have been satisfied and all of the following additional conditions have been satisfied:

(1) The duly executed and acknowledged written instrument of assignment which has been filed with the Partnership shall expressly state that it is the assignor's intention that the assignee become a substituted Limited Partner in his place.

(2) The assignor and assignee shall have executed and acknowledged such other instruments as the Corporate General Partner may deem necessary or desirable to effect such admission, including, if requested by the Corporate General Partner, the written acceptance and adoption by the assignee of all the provisions of this Certificate and the Agreement, including the Power of Attorney set forth in Article XI hereof.

(3) The Corporate General Partner shall have consented in writing to such substitution, the

granting or denial of which consent shall be in the sole and absolute discretion of the Corporate General Partner.

After the initial substitution of Limited Partners following the distribution by Alta Industries Corporation of its interest in the Partnership to its stockholders pursuant to its Plan of Complete Liquidation and Dissolution, any substitution of Limited Partners pursuant to this paragraph shall be effective only as of the last day of the fiscal year in which all of the conditions herein have been satisfied, and the Corporate General Partner shall not be required to amend the Certificate more than once each year to reflect such substitutions.

(c) Any person admitted to the Partnership as a substituted Limited Partner shall be subject to and bound by all the provisions of this Certificate and the Agreement as if originally a party to this Certificate and the Agreement.

(d) Anything in this Certificate and the Agreement to the contrary notwithstanding, if in its sole discretion the Corporate General Partner deems it to be in the best interests of the Partnership, the Corporate General Partner may admit, as a substituted Limited Partner in the place of his assignor, an assignee of an interest in the Partnership who has not otherwise become a substituted Limited Partner.

(e) A General Partner may assign Units in the same manner as a Limited Partner. Any such assignment of less than all of the Units of a General Partner shall not constitute a withdrawal by the General Partner from the Partnership. Any assignee of such Units (other than another General Partner) shall be deemed an assignee of a Limited Partnership interest to the extent of such Units. Any such assignee shall be eligible to become a substituted Limited Partner upon compliance with the conditions set forth in paragraph (b) of this Article.

(f) Anything in this Certificate and the Agreement to the contrary notwithstanding, no Partner or other person who has become the holder of an interest in the Partnership shall transfer, assign or encumber all or any portion of his interest in the Partnership during any fiscal year if such transfer, assignment or encumbrance would (in the sole and unreviewable opinion of the Corporate General Partner) result in the termination of the Partnership for purposes of the Internal Revenue Code, as amended from time to time.

Article X

TERMINATION AND DISSOLUTION

(a) The Partnership shall be terminated and dissolved upon the happening of any of the following events:

(1) The expiration of the term of the Partnership, which will occur on December 31, 2025.

(2) The death, insanity, withdrawal from the Partnership or commission of an "act of insolvency" of any General Partner, or the dissolution of the Corporate General Partner, shall dissolve the Partnership unless within sixty (60) days thereafter the remaining General Partners (or General Partner, as the case may be) shall elect to continue the Partnership business, which election shall be evidenced by notice being sent to the Limited Partners within sixty (60) days of the occurrence of the event giving rise to the election. In the event of such election, the Partnership shall not be dissolved, but shall continue with the remaining General Partners (or General Partner) as the only General Partners (or General Partner), and in the event the sole remaining General Partner(s) shall be one or more of the Individual General Partners, all rights, power and authority vested by this Certificate or the Agreement in the Corporate General Partner shall be vested in the remaining Individual General Partner or Partners. In the event no such election is made, the Partnership shall be dissolved and terminated in accordance with this Article X. As used in this Certificate, an "act of insolvency" shall occur in the event a Partner:

(i) Shall file a voluntary petition in bankruptcy or is adjudicated as bankrupt or insolvent; or

(ii) Has a receiver appointed for all or substantially all of its business or assets on the ground of insolvency; or

(iii) Has a trustee appointed for it after a petition has been filed for reorganization under the Bankruptcy Act of the United States, known as the Chandler Act, or any law of the United States now in existence or hereafter enacted having the same general purpose; or

(iv) Makes a general assignment for the benefit of its creditors;

and such act or event, if involuntary, is not cured or otherwise caused to be set aside within sixty (60) days from the occurrence thereof (and in the event of any such act or event which is involuntary, the "act of insolvency" shall be deemed to have been committed upon expiration of said sixty (60) day period).

(3) The written decision of Partners holding a majority of the then outstanding Units.

(b) Upon the written consent or affirmative vote of the Partners holding a majority of the then outstanding Units, any General Partner may be removed. Any General

Partner so removed shall for the purposes of this Certificate (specifically including but not limited to clause (2) of paragraph (a) of this Article), be deemed to have "withdrawn" from the Partnership as a General Partner, but shall be deemed to continue as a Limited Partner with respect to his Partnership Units. The removal of a General Partner shall in no way derogate from any rights or affect any obligations of such General Partner attributable to the period prior to such removal, nor shall the acts of the Limited Partners in voting in favor of such removal be deemed to cause them to become General Partners for any reason or in any capacity whatsoever.

(c) Upon a dissolution and termination of the Partnership the Corporate General Partner shall make a full accounting of the Partnership assets and liabilities and shall liquidate the assets of the Partnership and distribute the proceeds therefrom and/or any remaining assets. The holders of the Units shall continue to share profits and losses during the period of liquidation in the same proportion as before the dissolution. The assets shall be liquidated as promptly as, in the sole judgment of the Corporate General Partner, is consistent with obtaining a fair price therefor, and the proceeds therefrom together with assets distributed in kind, to the extent sufficient therefor, shall be applied and distributed in the following order:

(1) To the payment of creditors, in order of priority as provided by law, except (i) the claims of General Partners for compensation to which they are entitled by reason of the management of the Partnership, (ii) the claims of the Partners on account of their partnership interests, and (iii) the claims of secured creditors whose obligations will be assumed or otherwise transferred on the liquidation of Partnership assets.

(2) To the payment of compensation to which General Partners are entitled by reason of the management of the Partnership.

(3) The remainder, if any, to the Partners in proportion to the Participating Percentages.

(d) Except as may be specifically provided to the contrary elsewhere in this Certificate or in the Agreement, or except as may be agreed upon in writing by all of the Partners: (i) No Partner shall be entitled to receive interest on its capital contributions to the Partnership; (ii) No Partner shall be entitled to a return of the capital contributions (whether initial or otherwise) made by it or to withdraw its capital contribution to the Partnership until the winding up and liquidation of the Partnership; and (iii) Any return of any capital contribution shall be made solely from Partnership assets, and no Partner shall be personally liable to any other Partner for any such return. It is expressly understood and agreed that, except as may be specifically provided to the contrary elsewhere in this Certificate or in the Agreement, the General Partners shall

not be personally liable for the return of the capital or any other contributions of any Limited Partner, and any such return shall be made solely from Partnership assets. No Partner shall have the right to demand or receive property other than cash in return of its contributions to the Partnership.

(e) Prior to termination of the Partnership, neither a General Partner nor a Limited Partner shall have the right to withdraw from the Partnership or to withdraw its contribution to the Partnership without the written consent of the other Partners, unless such withdrawal is provided for in the Agreement. In no event shall all or any portion of the Partnership capital be withdrawn from the Partnership unless all liabilities of the Partnership have been paid or adequate provision for payment of such liabilities has been made; i.e., the Partnership, after such withdrawal of capital, will retain sufficient assets to pay such liabilities.

Article XI

POWER OF ATTORNEY

(a) The Partners, by their execution of this Certificate and the Agreement, jointly and severally hereby irrevocably constitute and appoint the Corporate General Partner, with full power of substitution, their true and lawful attorney in fact, with full power and authority for them and in their name, to make, execute, acknowledge, publish, file and swear to in the execution, acknowledge, filing and recording of:

(1) The Certificate and any separate Certificate of Limited Partnership as well as amendments thereto, required under the laws of the State of Utah, or the laws of any other state in which such instrument is required to be or may be filed.

(2) A Certificate of Cancellation of the Partnership and such other instruments or documents as may be deemed necessary or desirable by the Corporate General Partner upon the termination of the Partnership business.

(3) Any certificates, instruments, and documents, including Fictitious Name Certificates, as may be required by, or may be appropriate under, the laws of any state or other jurisdiction in which the Partnership is doing or intends to do business.

(4) Any other instrument which may be required to be filed by the Partnership under the laws of any state or by any governmental agency.

(5) Any documents which may be required to effect the continuation of the Partnership, the admission of an additional or substituted General Partner or Limited Partner, or the dissolution and termination of the Partnership.

(6) Any and all such other instruments as may be deemed necessary or desirable by the Corporate General Partner to carry out fully the provisions of this Certificate in accordance with its terms.

(b) The authority granted to the Corporate General Partner:

(1) Is a special Power of Attorney coupled with an interest, is irrevocable, and shall survive the bankruptcy or other termination of the Partner.

(2) May be exercised by the Corporate General Partner for the Partners by executing an instrument as attorney-in-fact for each such Partner whose name shall be listed in the instrument as a Partner.

(3) Shall survive the delivery of an assignment by a Partner of part or all of its Partnership interest for the purpose of enabling the Corporate General Partner to execute, acknowledge and file any instrument necessary to effect such assignment.

Article XII

MISCELLANEOUS

(a) This Certificate and the rights of the parties hereunder shall be governed by and interpreted in accordance with the laws of the State of Utah.

(b) Wherever from the context it appears appropriate, each term stated in either the singular or the plural shall include the singular and the plural, and pronouns stated in either the masculine, the feminine or the neuter gender shall include the masculine, feminine and neuter.

(c) Captions contained in this Certificate are inserted only as a matter of convenience and in no way define, limit or extend the scope or intent of this Certificate or any provision hereof.

(d) This Certificate may be executed in several counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. In addition, this Certificate may contain more than one counterpart of the signature page and this Certificate may be executed by the affixing of the signatures of each of the Partners to one of such counterpart signature pages; all of such counterpart signature pages shall be read as though one, and they shall have the same force and effect as though all of the signers had signed a single signature page.

IN WITNESS WHEREOF, the undersigned have executed this Certificate of Limited Partnership as of the day and year first above written.

GENERAL PARTNERS:

ALTA INDUSTRIES - UTAH, INC.
(a Utah corporation)

By 
President


WARREN P. KING

LIMITED PARTNER:

ALTA INDUSTRIES CORPORATION
(a Delaware corporation)

By 
President

STATE OF UTAH

COUNTY OF SALT LAKE

ss.

On this 9 day of May, 1979, personally appeared before me WARREN P. KING, who being by me sworn, did say that he is the President of ALTA INDUSTRIES - UTAH, INC., a Utah corporation, and that the foregoing Amended Certificate of Limited Partnership was signed on behalf of said corporation by authority of its By-Laws or a resolution of its Board of Directors, and said Officer acknowledged to me that said corporation executed the same and that the statements contained therein are true.

Marion Deane
Notary Public
Residing at Salt Lake County, Utah

My Commission Expires:

8-26-79

STATE OF UTAH

COUNTY OF SALT LAKE

ss.

On this 9 day of May, 1979, personally appeared before me WARREN P. KING, who being by me duly sworn, did say that he is the person who executed the foregoing Amended Certificate of Limited Partnership, and that the statements contained therein are true.

Marion Deane
Notary Public
Residing at Salt Lake County, Utah

My Commission Expires:

8-26-79

STATE OF UTAH

COUNTY OF SALT LAKE

ss.

On this 9 day of May, 1979, personally appeared before me WARREN P. KING who being by me duly sworn, did say that he is the President of ALTA INDUSTRIES CORPORATION, a Delaware corporation, and that the foregoing Amended Certificate of Limited Partnership was signed on behalf of said corporation by authority of its By-Laws or a resolution of its Board of Directors, and said Officer acknowledged to me that said corporation executed the same and that the statements contained therein are true.

Marion Deacon
Notary Public
Residing at Salt Lake County, Utah

My Commission Expires:

2-26-79

SCHEDULE "A"

	<u>Capital Contribution</u>	<u>Number of Units</u>
GENERAL PARTNERS:		
Alta Industries - Utah, Inc. 105 North 400 West Salt Lake City, Utah 84110	\$600	100 Units
Warren P. King 105 North 400 West Salt Lake City, Utah 84110	\$600	100 Units
LIMITED PARTNER:		
Alta Industries Corporation 105 North 400 West Salt Lake City, Utah 84110	\$600	100 Units

STATE OF UTAH)
COUNTY OF SALT LAKE) ss

I, THE UNDERSIGNED, CLERK OF THE DISTRICT COURT OF SALT LAKE COUNTY, UTAH, DO HEREBY CERTIFY THAT THE ANNEXED AND FOREGOING IS A TRUE AND FULL COPY OF AN ORIGINAL DOCUMENT ON FILE IN MY OFFICE AS SUCH CLERK.

WITNESS MY HAND AND SEAL OF SAID COURT THIS 22nd DAY OF JUNE 19 83

H. DIXON HINDLEY, CLERK
BY Alta Warren DEPUTY